

AG Contract No. KR95 1983TRN
ADOT ECS File: JPA 95-156
Project: 95YU HX038 01C
Section: US-95 @ County 14th Street
US-95 @ County 15th Street

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

YUMA COUNTY, ARIZONA

THIS AGREEMENT is entered into 5 February, 199⁹⁶, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and YUMA COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS (the "County").

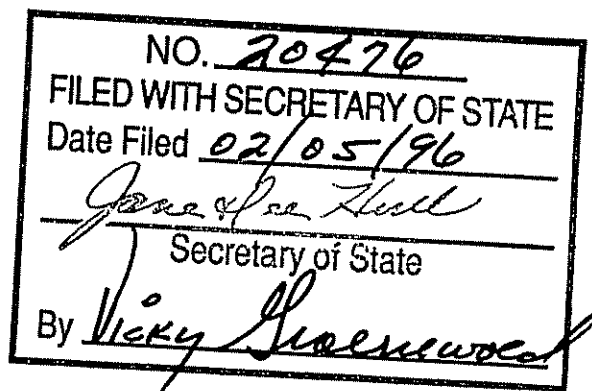
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State and the County desire to participate in the design and maintenance of warranted traffic signal improvements on US-95 at the intersections of County 14th Street and County 15th Street, at an estimated cost of \$240,000.00, hereinafter referred to as the Project, for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate County review comments as appropriate.

b. Call for bids, and with the concurrence of the County, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Confer with the County on any Project contract modifications. Be responsible for fifty percent (50%) of the cost of the traffic signals, estimated at \$120,000.00, and for any contractor claims for extra compensation attributable to the State.

c. Upon completion and acceptance, invoice the County for fifty percent (50%) of the cost of the Project, in an amount estimated at \$120,000.00.

d. Upon completion approve and accept the Project on behalf of the parties hereto, and provide signal maintenance.

2. The County will:

a. Review the design documents and provide comments.

b. Within 30 days after receipt of an invoice, reimburse the State for fifty percent (50%) of the cost of the Project, in an amount estimated at \$120,000.00.

c. Upon completion and acceptance of the Project by the State, provide electrical energy to operate the signals.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project, or until 30 June 1997, whichever is later; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, subject to State budgeting laws, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or send by mail addressed as follows:


Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007

Yuma County
County Engineer
2703 S. Avenue B
Yuma, Az. 85364

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YUMA COUNTY
Department of Development Services

By 
HAROLD ALDRICH
Director

STATE OF ARIZONA
Department of Transportation

By 
CHARLES K. EATON
State Traffic Engineer

RESOLUTION

BE IT RESOLVED on this 21st day of August 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Yuma County for the purpose of defining responsibilities for design, construction, maintenance and operation of warranted traffic signals at the intersections of SR-95 at County 14th and County 15th Streets.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.


for LARRY S. BONINE
Director

APPROVAL OF THE YUMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and YUMA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 11 day of December, 1995.

Wm. Michael Smith

WMS County Attorney

RECEIVED

DATE
MAILED: 5-25-95

MAY 30 1995

DEVELOPMENT SERVICES

TRANSMITTAL FORM
FOLLOW-UP TO BOARD OF SUPERVISORS MEETING

TO: Roger A. Patterson, Engineer DEPT.: Development Services

FROM: JAMES R. STAHLE, County Administrator DATE OF MEETING: May 15, 1995
(Name/Title)

ITEM: #12 Authorize the Director of Development Services to enter into an Intergovernmental Agreement between the Department of Development Services/Engineering Division and the Arizona Department of Transportation, for the Installation of TRAFFIC SIGNALS at U.S. Highway 95 and County 15th Street. (Total estimated cost: \$100,000. Funding: Arizona Department of Transportation covers Operation & Maintenance; Yuma County will cover \$50,000 from a future Capital Improvement Program. Construction expected to begin in Fiscal Year 1997.)

BOARD'S ACTION/DIRECTION:APPROVED X DENIED _____

SCHEDULE PUBLIC HEARING? Yes _____ No _____ Date _____

CONTINUED TO BOARD MEETING OF _____
(Date, if known)

OTHER _____

INFORMATION ATTACHED:_____
_____ADDITIONAL COMMENTS:When completed, please submit a copy of the intergovernmental agreement to the Board of Supervisors office for our files.

_____COPIES TO FOLLOWING INDIVIDUALS:A. Danielewicz, Finance Director

DATE
MAILED: 4-19-95

RECEIVED
APR 20 1995
DEVELOPMENT SERVICES

TRANSMITTAL FORM
FOLLOW-UP TO BOARD OF SUPERVISORS MEETING

TO: HAROLD ALDRICH, Director DEPT.: DEVELOPMENT SERVICES

FROM: JAMES R. STAHL, County Administrator (Name/Title) DATE OF MEETING: 04-17-95

ITEM: 11: Approve and authorize the Director of Development Services to enter into an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) for the Installation of TRAFFIC SIGNALS at U.S. Highway 95 and County 14th Street. (Total Project Cost Estimate: \$100,000; \$50,000 to be budgeted in future Capital Improvement Program [CIP]. Funding: Transfer from Road Fund (205), to Highway Users' Road Fund [HURF] No. 213).

BOARD'S ACTION/DIRECTION:

APPROVED X DENIED

SCHEDULE PUBLIC HEARING? Yes No Date

CONTINUED TO BOARD MEETING OF
(Date, if known)

OTHER

INFORMATION ATTACHED:

ADDITIONAL COMMENTS:

Please note that an original agreement was not provided for Board of Supervisors' signature. Please provide copy of such agreement for Board of Supervisors' files when it has been fully executed.

COPIES TO FOLLOWING INDIVIDUALS:

ALFRETTE DANIELEWICZ, Finance Director
ROGER PATTERSON, County Engineer

JRS/cpi
04-17-95.11



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-1983-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 31st day of January, 1996.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath".

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
9042G